

EXHIBIT H

**IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

TAMER HOSNY,)	
)	
Plaintiff,)	
)	CIVIL ACTION
v.)	FILE NO. 1:13-CV-4103
)	
ALIAUNE THIAM, P/K/A "AKON,")	
and TARIK FREITEKH,)	
)	
Defendants.)	

AMENDED DECLARATION OF AHMED BADAWY PURSUANT TO
28 U.S.C. § 1746

1.

I, Ahmed Badawy, am over the age of 21, suffering from no known disabilities and am otherwise competent to testify. I have personal knowledge of the facts stated herein, and all facts set forth in this Amended Declaration are true. During my examination by counsel for Tarik Freitekh on May 22, 2015 in Los Angeles, California, it was brought to my attention that certain language I used in my initial Declaration dated August 11, 2014 may need clarification and some statements may need more specific details such as specific dates and to provide further context. In addition, as I explained during my examination, certain additional information came to my attention after submitting my initial Declaration

that relates to some of my previous statements. The purpose of this Amended Declaration is the following: (1) to clarify the basis for my previous statements in Paragraphs 10, 17, and 18 of my initial Declaration dated August 11, 2014, and particularly to clarify the source for my statements in these Paragraphs; (2) to clarify and provide more specific details to statements in Paragraphs 2, 3, 4, 5, 6, 7, 8, 9, and 14 of my initial Declaration; and (3) to disclose additional information that came to my attention after submitting my initial Declaration that provides more context to my statements in Paragraphs 10, 17, and 18 of my initial Declaration.

2.

At all times relevant hereto, I am and have been a financial manager for Plaintiff Tamer Hosny. I am also the Executive Producer of the song "*Arabian Knight*" which is the subject of this case. In my capacity with these roles, I have had personal involvement in the production of *Arabian Knight*, including, but not limited to, participation in the negotiations resulting in the Side Artists Agreement, the drafting, review, and execution of the Side Artists Agreement, and Tamer Hosny's payment of \$300,000.00 in connection with the Side Artists Agreement and related financial transactions. I also had personal involvement in the production of an earlier musical collaboration between Tamer Hosny and Aliaune

Thiam (“Akon”) for the song “*Welcome to the Life*” which also involved Tarik Freitekh. For example, I was involved in certain transfers of money to Tarik Freitekh on behalf of Tamer Hosny, including payments for Akon for the “*Welcome to the Life*” project, compensation to Tarik Freitekh for his work on the “*Welcome to the Life*” project, and payments to cover production expenses related to the music video for “*Welcome to the Life*” such as equipment expenses. I was also present during part of the rehearsals for the music video for “*Welcome to the Life*” in Atlanta, Georgia as well as the filming of the music video for “*Welcome to the Life*” in Atlanta, Georgia.

3.

From or around January 21, 2013 until mid-May 2013, Tamer Hosny spent several months in the United States in connection with a new music album he has been developing named “One World.”

4.

In or around December 2012, Tamer Hosny and Hossam Hosny (Tamer Hosny’s brother) told me that Tamer Hosny was doing a music project with Akon. Tamer Hosny and Hossam Hosny told me that Tarik Freitekh had solicited Tamer Hosny to do this collaboration with Akon. In connection with this project, which later became known as the “*Welcome to the Life*” project, on December 24, 2012,

Tamer Hosny and Hossam Hosny both instructed me to pay Tarik Freitekh \$30,000 for a down payment owed to Akon towards the "*Welcome to the Life*" project. I used my credit card to do this transaction and pay the \$30,000 to Tarik Freitekh. Tarik Freitekh charged \$30,000 to my credit card number through the credit card terminal for his dad's restaurant, La Shish Kabob. Tarik Freitekh then told me he went ahead and withdrew \$30,000 from his parents' savings account since the credit card payment was pending. On or around December 26, 2012, he confirmed to me that he delivered the \$30,000 to Akon in Atlanta, Georgia. On December 26, 2012, Tarik Freitekh and I had several communications related to the final release of the \$30,000 funds by the credit card clearance company so that Tarik Freitekh could return the \$30,000 he had taken from his parents' account to pay Akon. A copy of text messages between me and Tarik Freitekh regarding this transaction are attached at Exhibit I. In early 2013, Tamer Hosny, Tarik Freitekh, and Akon met in Atlanta, Georgia to work on the sound recording and filming of the music video for *Welcome to the Life* by Tamer Hosny featuring Akon. Tarik Freitekh was involved in the production of the music video.

5.

While in Georgia working on the *Welcome to the Life* project, Tamer Hosny, Tarik Freitekh, and Akon spent time together at several locations in the Atlanta

area, including Akon's house, a recording studio, Soul Asylum Studios Dance Studio located at 1676 Defoor Circle in Atlanta (where a choreographer worked on choreography for the music video), Tuk Tuk Thai restaurant, and on location filming the music video at an old warehouse structure. I was only physically present in Atlanta, Georgia between January 23, 2013 and January 26, 2013. However, prior to my arrival, I received daily updates on the "*Welcome to the Life*" project from Tamer Hosny and Hossam Hosny and have viewed photographs and videos documenting activities that happened prior to my arrival. I have seen an announcement video of Akon and Tarik Freitekh for the *Welcome to the Life* project that goes back to end of December 2012 announcing the upcoming project while Tarik Freitekh was with Akon in Atlanta, Georgia, and a behind the scenes video for the shooting of the *Welcome to the Life* music video depicts the various locations referenced in this Paragraph 5 and the presence of Tamer Hosny, Tarik Freitekh, and Akon at each location. The videos were published on Tamer Hosny's official Youtube Channel on December 30, 2012 (https://www.youtube.com/watch?v=gGfghiFUuI4&list=UU0PClesNONq7W_h1Mvj1z2g) and March 31, 2013 (<https://www.youtube.com/watch?v=j1UYmaNSBCg>) respectively. I was

physically present in Georgia during part of the rehearsals for the music video as well as all of the filming of the music video for *Welcome to the Life*.

6.

While Tamer Hosny was working in Georgia on the *Welcome to the Life* project and before my arrival, Tamer Hosny told me that Akon and Tarik Freitekh actively solicited him and began negotiating a second musical collaboration between Tamer Hosny and Akon which later became known as *Arabian Knight*, specifically on January 22, 2013 at Tuk Tuk restaurant in Atlanta, Georgia and several locations in Atlanta, Georgia thereafter. I was present during part of these negotiations in Georgia for the new project that later became known as *Arabian Knight*. Prior to my arrival in Atlanta, Tamer Hosny and Hossam Hosny told me that negotiations were underway between them and Tarik Freitekh for the new project to involve a collaboration between Tamer Hosny and Akon along with a bigger feature artist, "Chris Brown." On January 23, 2013, and prior to my arrival to Atlanta, Tamer Hosny instructed me to pay Tarik Freitekh \$10,000 as his compensation for the "*Welcome to the Life*" project. I transferred from my account \$10,000 to Freitekh's account for his compensation on the same day. A redacted copy of my account statement is attached at Exhibit J. I had originally

planned to arrive in Atlanta on January 24, 2013, but, on January 23, 2013, Tamer Hosny asked me to come to Atlanta a day earlier in order to close the deal for the new project being negotiated. I changed my travel plans and arrived in Atlanta on the evening of January 23, 2013. That night, I met with Tamer Hosny, Tarik Freitekh, Tamer Yehia, and Hossam Hosny in the Westin hotel in Atlanta, Georgia. I witnessed Tarik Freitekh act as an intermediary between Tamer Hosny and Akon, and he was leading and facilitating the negotiations. Around or after 12:30 a.m. on January 24, 2013, I witnessed Tarik Freitekh give confirmation from Akon that the new project was a go, the negotiated terms were accepted and Tamer Hosny would need to pay a down payment of \$150,000 before mid-February 2013, including an initial payment of \$50,000 very soon. Myself and Hossam Hosny informed Tarik Freitekh that it would be difficult to transfer the funds from Egypt that fast. The initial negotiations, discussions regarding next steps, and acceptance of the initial terms for this second collaboration, which later became known as the "*Arabian Knight*" project, occurred in Georgia. From that point forward, it was a matter of working out the details, financing and memorializing the arrangement with a written contract. Subsequently, I heard Tarik Freitekh offer to use his parents' account funds for the initial \$50,000 (as he had done with the prior \$30,000

payment referenced in Paragraph 4) to lock the deal then Tamer Hosny could pay him back.

7.

The initial plan for *Arabian Knight* was to feature Akon and Chris Brown on the sound recording and music video as featured artists with Tamer Hosny. As part of the arrangement, Akon was going to be responsible for securing Chris Brown's participation and appearance. At the beginning of March 2013, Tarik Freitekh informed me that Akon had learned that Sony would not grant approval for Chris Brown to participate, and the plans changed to feature Armando Perez ("Pitbull") as the second featured artist on *Arabian Knight*. Tarik Freitekh told me and Tamer Hosny that Akon was offering Pitbull as a substitute for Chris Brown since Akon was responsible for securing Chris Brown's participation and appearance in the project. Tamer Hosny accepted the substitute and asked me to change the draft agreement to name Pitbull instead of Chris Brown as the second featured artist. By this point, Tarik Freitekh had represented that he deposited the initial \$50,000 deposit into Akon's account to lock the deal as further detailed in Paragraph 10 below.

8.

I was personally involved in the drafting of the written agreement for the *Arabian Knight* project. Tarik Freitekh was in charge in the negotiations in Atlanta and later was involved in drafting of the written terms. It was Tarik Freitekh who first requested that the agreement specify Georgia law apply to the interpretation of the agreement because of Akon's presence in Georgia. On February 23, 2013, Tamer Hosny forwarded to me an email sent by Tarik Freitekh to Tamer Hosny on February 23, 2013 which attached a proposed Side Artist Agreement for the project that later became known as the "*Arabian Knights*" project. A copy of this email communication is attached at Exhibit K. As shown in the attachment, Tarik Freitekh proposed a form document that indicated Georgia law would govern the agreement. I decided not to use his proposed document, and ultimately I drafted the Side Artists Agreement at issue this action. As requested by Tarik Freitekh, the Side Artists Agreement included a Georgia choice of law provision. It was also drafted to include a provision stating that the parties would go to court in Atlanta, Georgia in the event there were any disputes about the agreement.

9.

Before we completed the finalization of the written agreement, Tamer Hosny began making good faith payments towards a down payment as part of the agreed arrangement for *Arabian Knight*. Tamer Hosny agreed to transfer a total amount

of \$300,000.00 into Akon's bank account, including a \$150,000.00 down payment. Tarik Freitekh, continuing to act as the intermediary between Tamer Hosny and Akon, was directly involved in the transfer of payments between Tamer Hosny and Akon.

10.

In early February 2013, Tarik Freitekh told me he had deposited the initial \$50,000 into Akon's account. Tamer Hosny still had to pay another \$100,000 to Akon by February 15, 2013 to complete the down payment for the new project which later became known as *Arabian Knight*. Based on my review of the bank deposit receipts subsequently provided to me by Tarik Freitekh on April 9, 2013, it appeared to me that, on February 8, 2013, Tarik Freitekh caused \$25,000.00 of the \$150,000.00 down payment to be deposited into Akon's Georgia bank account maintained with SunTrust Bank (Account No. XXXXXXXXXX8766). Based on my review of the bank deposit receipts subsequently provided to me by Tarik Freitekh on April 9, 2013, it appeared to me that, on February 9, 2013, Tarik Freitekh caused another \$25,000.00 to be deposited into the same Georgia bank account belonging to Akon. Tarik Freitekh was reimbursed for each of these

deposits by Tamer Hosny. A true and correct copy of an April 9, 2013 email from Tarik Freitekh to me attaching the referenced February 8, 2013 and February 9, 2013 deposit receipts provided to me by Tarik Freitekh is attached hereto as Exhibit A. Based on my review of the bank deposit receipts subsequently provided to me by Tarik Freitekh on April 9, 2013, it appeared to me that, by February 9, 2013, Tamer Hosny had made a total payment of \$50,000.00 towards the \$150,000.00 down payment. My statements in this Paragraph 10 regarding deposits into Akon's Georgia bank account caused by Tarik Freitekh are based on my review of the bank deposit receipts provided to me by Tarik Freitekh and attached hereto as Exhibit A.

11.

On February 11, 2013, I made a wire transfer of \$50,000.00 directly into Akon's Georgia bank account (Account No. XXXXXXXXXXX8766) on behalf of Tamer Hosny, using the Bank of America account for Hossam Hosny (Tamer Hosny's brother), for which I was designated as an authorized user and based on Tamer Hosny's instructions. A true and correct copy of the transaction details for this wire transfer is attached hereto as Exhibit B. At this point, Tamer Hosny had made a total payment of \$100,000.00 towards the \$150,000.00 down payment.

12.

On February 13, 2013, I made a wire transfer of \$50,000.00 directly into Akon's Georgia bank account (Account No. XXXXXXXXXX8766) on behalf of Tamer Hosny, using Hossam Hosny's Bank of America account, based on Tamer Hosny's instructions. This completed payment of Tamer Hosny's initial \$150,000.00 down payment. A true and correct copy of the transaction details for this wire transfer is attached hereto as Exhibit C.

13.

On March 10, 2013, I emailed the proposed Side Artists Agreement to Tarik Freitekh as a word document for review and execution by Akon. A true and correct copy of the March 10, 2013 email (minus the attachment) is attached hereto as Exhibit D. After sending the email, I talked to Tarik Freitekh over the phone, and he told me that he would be returning a signed agreement from Akon.

14.

The following day, on March 11, 2013 Tarik Freitekh forwarded me an email from Akon to him attaching a PDF copy of the Side Artists Agreement executed by Akon. A true and correct copy of the March 11, 2013 email is attached hereto as Exhibit E. Also included as part of Exhibit E is a copy of the

executed Side Artists Agreement that was attached to the March 11, 2013 email from Tarik Freitekh.

15.

Tarik convinced me that the executed Side Artists Agreement forwarded from Akon's email address was indeed executed by Akon. I had no reason to question its authenticity or doubt that we had a signed written agreement. All parties involved, including Tamer Hosny, Akon, and Tarik Freitekh continued with plans for the production of the music video which was scheduled for May 13, 2013.

16.

On March 29, 2013, I made a wire transfer of \$45,000.00 towards the final balance owed directly into Akon's Georgia bank account (Account No. XXXXXXXXXXX8766) on behalf of Tamer Hosny, using Hossam Hosny's Bank of America account and based on Tamer Hosny's instructions. A true and correct copy of the transaction details for this wire transfer is attached hereto as Exhibit F. At this point, Tamer Hosny had paid \$45,000.00 towards the final \$150,000 balance.

17.

Based on my review of the bank deposit receipts subsequently provided to me by Tarik Freitekh on April 9, 2013, it appeared to me that, on April 1, 2013, Tarik Freitekh caused \$100,000.00 in cash to be deposited into Akon's Georgia bank account (Account No. XXXXXXXXXXX8766). Tarik Freitekh received this amount in cash from a representative of Tamer Hosny for purposes of this payment. A true and correct copy of an April 9, 2013 email from Tarik Freitekh to me attaching the referenced April 1, 2013 deposit receipt provided to me by Tarik Freitekh is attached hereto as Exhibit G. Based on my review of the bank deposit receipts subsequently provided to me by Tarik Freitekh on April 9, 2013, along with the transaction details for the wire transfers I had made as referenced in Paragraphs 11, 12 and 16, it appeared to me that, by April 1, 2013, Tamer Hosny had made a total payment of \$145,000.00 towards the final \$150,000.00 balance. My statements in this Paragraph 17 regarding deposits into Akon's Georgia bank account caused by Tarik Freitekh are based on my review of the bank deposit receipts provided to me by Tarik Freitekh and attached hereto as Exhibits A and G.

18.

Based on my review of the wire transaction details subsequently provided to me by Tarik Freitekh on April 9, 2013, it appeared to me that, on April 4, 2013, Tarik Freitekh caused \$5,000.00 to be wired directly into Akon's Georgia bank

account (Account No. XXXXXXXXXX8766). A true and correct copy of an April 9, 2013 email from Tarik Freitekh to me attaching the referenced April 4, 2013 wire transaction details provided to me by Tarik Freitekh is attached hereto as Exhibit H. Based on my review of the bank deposit receipts and wire transaction details subsequently provided to me by Tarik Freitekh on April 9, 2013, along with the transaction details for the wire transfers I had made as referenced in Paragraphs 11, 12, and 16, it appeared to me that, by April 4, 2013, Tamer Hosny had made a total payment of \$145,000.00 towards the final \$150,000.00 balance. My statements in this Paragraph 18 regarding deposits and wire transfers into Akon's Georgia bank account caused by Tarik Freitekh are based on my review of bank deposit receipts and wire transaction details provided to me by Tarik Freitekh and attached hereto as Exhibits A, G and H.

19.

After submitting my initial Declaration in August 2014, I subsequently had an opportunity to review account statements from Akon's account ending in 8766. My review of those account statements raised doubts about the bank deposit receipts and wire transaction details provided to me by Tarik Freitekh on April 9, 2013 which are attached as Exhibits A, G and H. For example, the account statements do not reflect any deposits into the account on February 8, 2013 or

February 9, 2013 in the amount of \$25,000 as shown in Exhibit A. Nor do the account statements reflect a deposit into the account on April 1, 2013 in the amount of \$100,000 as shown in Exhibit G. Nor do the account statements reflect a wire transfer into the account on April 4, 2013 in the amount of \$5,000 as shown in Exhibit H. Due to these discrepancies, I now have doubts about the accuracy and validity of the bank deposit receipts and wire transaction details provided to me by Tarik Freitekh on April 9, 2013 but I am not able to confirm or resolve my doubts on my own. As a result, as I disclosed during my recent examination, I reported the issue to the FBI and asked them to investigate the accuracy of these transactions. I have received no update from the FBI as of yet.

20.

I am making this Amended Declaration subject to penalty of perjury and pursuant to 28 U.S.C. § 1746.

Executed this 28 day of May, 2015.

A handwritten signature in cursive script, appearing to read 'A Badawy', is written above a horizontal line.

Ahmed Badawy

EXHIBIT A

Outlook Case 1:13-cv-04103-WSD Document 9-1 Filed 03/14/14 Page 6 of 11
Print Message

Fw: scanned receipts

From: **Tarik Freitekh** (toh@usa.com) This sender is in your safe list.
Sent: Tue 4/09/13 2:03 AM
To: AHMED BADAWY (abadawy78@hotmail.com)
2 attachments
scan_001113.jpg (537.2 KB) , scan_001112.jpg (443.1 KB)

----- Original Message -----

From: izzat fritekh
Sent: 04/08/13 05:59 PM
To: Tarik Freitekh
Subject: scanned receipts

Kind Regards,
Tarik
Tarik@tarikfreitekh.com
T:1-704-699-9725
F:1-888-205-8827
Facebook: www.facebook.com/TarikFreitekh



Thank you for banking with SunTrust
For Account information call 800.SunTrust (800.786.8787)

DEPOSIT AMOUNT : \$ 25,000.00
ACCOUNT NUMBER : XXXX-XXXX-8766

BUS DATE : 02/08/2013 10:45AM

BATCH ID: 876532

101829 (5/07)

This is your receipt showing bank, date , time , type of account and amout.
All deposits are credited to your account subject to verification and final payment



Case 1:13-cv-04103-WSD Document 9-1 Filed 03/14/14 Page 2 of 11

Thank you for banking with SunTrust
For Account information call 800.SunTrust (800.786.8787)

DEPOSIT AMOUNT: \$ 25,000.00
ACCOUNT NUMBER: XXXX-XXXX-8766

BUS DATE: 02/09/2013 09:55 AM

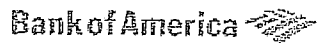
BATCH ID: 675434

829 (5/07)

This is your receipt showing bank, date, time, type of account and amount.
All deposits are credited to your account subject to verification and final payment

EXHIBIT B

Bank of America Online Banking Account Activity Details
Case 1:13-cv-04103-ELR Document 53-1 Filed 06/18/15 Page 5 of 11



Online Banking

Adv Tiered Interest Chkg - 5638: Account Activity Transaction Details

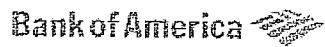
Posting date: 02/11/2013

Amount: -50,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:130211
TIME:1426 ET TRN:2013021100196826
SERVICE REF:007811 BNF:ALIAUNE THIAM
ID:1000136788766 BNF BK:SUNTRUST BANK
ATLANTA ID:061000104 PMT DET:94945912

EXHIBIT C



Online Banking

Adv Tiered Interest Chkg - 5638: Account Activity Transaction Details

Posting date: 02/13/2013

Amount: -50,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:130213
TIME:1343 ET TRN:2013021300170951
SERVICE REF:006740 BNF:ALIAUNE THIAM
ID:1000136788766 BNF BK:SUNTRUST BANK
ATLANTA ID:061000104 PMT DET:95139778
2ND PA YMENT OF 50000

EXHIBIT D

Outlook Print Message

Page 1 of 1

Side Artists Agreement

From: **AHMED BADAWEY** (abadawy78@hotmail.com)
Sent: Sun 3/10/13 9:57 PM
To: toh@usa.com (toh@usa.com)
Cc: tamerstudio@gmail.com (tamerstudio@gmail.com)
1 attachment
Side Artist Agreement.docx (17.1 KB)

EXHIBIT E

Outlook Print Message

Page 1 of 1

Fw:

From: **Tarik Freitekh** (toh@usa.com)
Sent: **Mon 3/11/13 9:54 PM**
To: **AHMED BADAWY** (abadawy78@hotmail.com)
1 attachment
Side Artist Agreement.pdf (2.6 MB)

----- Original Message -----

From: Aliaune Thiam
Sent: 03/11/13 05:37 PM
To: toh@Usa.com

AKON
"STADIUM ALBUM"
Coming Soon!!!!!!!!!!!!!!

Kind Regards,
Tarik
Tarik@tarikfreitekh.com
T:1-704-699-9725
F:1-888-205-8827
Facebook: www.facebook.com/TarikFreitekh

Side Artists Agreement

Agreement executed this 10th day of March, 2013, between Akon Inc., f/s/o Alianne Thiam p/k/a Akon representing himself and Armando Perez p/k/a Pitbull ("Side Artists") c/o P.O.Box 191188 Atlanta, GA 31119, and Tamer Hosny professionally known as "Tamer" ("Artist").


WITNESSES, Side Artists is to record and perform with Artist on a sound recording featuring the performances of Artist entitled (the "Master") for possible inclusion on Artist's forthcoming album (the "Album");

NOT THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

- Side Artists shall perform, and provide first-class, non-exclusive services as a recording artist and musician for the purpose of recording the Master
- Side Artists hereby acknowledges and agrees that, subject to the terms of this Agreement, the Master including all performances contained thereon and all copyrights therein, shall be the sole property of Artist and its designees, for all purposes and uses under copyright and otherwise, throughout the universe and in perpetuity (including the underlying musical composition). Side Artists' contribution to the Master (including Side Artists' contribution to the underlying musical composition, if any) shall be a work made for hire for Artist within the meaning of the U.S. Copyright Law and by no reason such contribution is not deemed a work made for hire then the copyright in such contribution shall be deemed irrevocably assigned to Artist and its designees. To the extent permitted by law but subject to the terms hereof, Side Artists hereby waives all so-called "moral rights." All recordings made hereunder and all derivatives manufactured there from together with the performances embodied thereon shall be entirely and forever the property of Artist, free of any claims (including Royalty) whatsoever by Side Artists, or any person deriving any rights or interests from Side Artists.
- Considerations agreed for the services provided in this agreement is USD 300,000 (Three Hundred Thousand United States Dollar), of which a down-payment of USD150,000 (One Hundred Fifty Thousand United States Dollar) was deposited to the Artists' bank account as follows:
AJJUNE THIAM P.O. BOX 191188 ATLANTA, GA 31119 Bank: SunTrust Bank Acct number: 8766 ABA
Routing: 061000104 Swift code: SNTRUS3A
- Subject to the terms of this agreement, Side Artists shall, at no extra cost, perform in the Musical video of the Master. A Penalty of USD 225,000 (Only Two Hundred and Twenty Five Thousand United States Dollar) will be imposed on Side Artists in case of not performing in the Musical video.
- Side Artists and Artist each warrant and represent that each party has the full right to enter into this agreement and each party represents that, as to each parties' contributions, no rights of third party shall be infringed upon (including, without limitation, samples) and grant all of the rights set forth above to the other party as set forth herein. In the event of any third party claims against Side Artists or Artist relating to breach of the foregoing warranties, the non-breaching party shall be fully indemnified by the breaching party (including reasonable outside attorneys fees) with respect to any third party claims resulting in final non-appealable, adverse judgments. Each party shall notify the other party of any such third party claims.
- This agreement shall be considered terminated and all considerations made shall be refunded, in full, to the Artist in any of the following events (whichever comes first):
(a) A written termination notice by any of the parties to this agreement.
(b) If the services required by the Artists and described in this agreement were not fully performed within 30 days of the date of this agreement.
- This agreement shall be governed by the laws of the State of Georgia. The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal court in Atlanta and the parties hereby consent to such jurisdiction and venue.

ACCEPTED AND AGREED:

By: 
Alianne Thiam (Akon)

By: 
Tamer Hosny

Outlook.com - abadaw7... msn Microsoft Corporation [US] msn

Document Library - All ... Suggested Sites

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Filter by

3/23/13 toh@usa.com Fwd: (null)

3/21/13 toh@usa.com tamer says Friday morning ticket

3/11/13 Tarik Freitekh Fw:

3/10/13 AHMED BADAWY Side Artists Agreement

3/08/13 AHMED BADAWY Here is my signed document Cre...

3/08/13 AHMED BADAWY Here is my signed document credi...

3/08/13 Tarik Freitekh Re: Fwd: ""CVT-Account-Forms 4-4...

3/07/13 AHMED BADAWY Fwd: ""CVT-Account-Forms 4-4-12

3/07/13 toh@usa.com Fwd: FW: EPIC PACKAGE WITH LOM...

3/07/13 toh@usa.com Re: Paperwork

3/06/13 Tarik Freitekh Fw: Paperwork

Page 2 Go to 14

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verizon

10 GIGS \$80/mo PLUS BYE/SMARTPHONE LINE & TAXES/FEES

Get it

\$50 monthly account access plus \$15 monthly line access for each smartphone line on Edge

Outlook.com Active View

Download as zip Save to OneDrive

----- Original Message -----

From: Allaune Thiam

Sent: 03/11/13 05:37 PM

To: toh@usa.com

ASGN

"STADIUM ALABA"

Coming Soon!!!!!!!!!!!!!!

EXHIBIT F



Online Banking

Adv Tiered Interest Chkg - 5638: Account Activity Transaction Details

Posting date: 03/29/2013

Amount: -45,000.00

Type: Withdrawal

Description: WIRE TYPE:WIRE OUT DATE:130329
TIME:1626 ET TRN:2013032900205585
SERVICE REF:010602 BNF:ALIAUNE THIAM
ID:1000136788766 BNF BK:SUNTRUST BANK
ATLANTA ID:061000104 PMT DET:97602314

EXHIBIT G

Outlook Print Message

Page 1 of 1

(No Subject)

From: **Tarik Freitekh** (toh@usa.com) This sender is in your safe list.

Sent: Tue 4/09/13 10:43 AM

To: AHMED BADAWEY (abadawy78@hotmail.com)

1 attachment

scan_02.pdf (57.4 KB)

Kind Regards,

Tarik

Tarik@tarikfreitekh.com

T: 1-704-699-9725

F: 1-888-205-8827

Facebook: www.facebook.com/TarikFreitekh



Thank you for banking with SunTrust
For Account information call 800.SunTrust (800.786.8787)

DEPOSIT AMOUNT: \$ 100,000.00
ACCOUNT NUMBER: XXXX-XXXX-8766

DATE: 04/01/2013 12:55 PM

BRANCH: XXXX-XXXX

This is your receipt showing bank, date, time, type of account and amount.
All deposits are credited to your account subject to verification and final payment

EXHIBIT H



Outlook 2013-04-09 at 4:00:59 AM.jpg (115.0 KB) Page 8 of 11

(No Subject)

From: Tarik Freitekh (oh@usa.com) This sender is in your safe list.
Sent: Tue 4/09/13 10:38 AM
To: AHMED BADAWEY (abadawy78@hotmail.com)
I attachment
Screen shot 2013-04-09 at 4:00:59 AM.jpg (115.0 KB)

Kind Regards,
Tarik
Tarik@tarikfreitekh.com
T: 1-704-699-9725
F: 1-888-205-8827
Facebook: www.facebook.com/TarikFreitekh

<https://blu174.mail.live.com/mail/PrintMessages.aspx?cpids=7d1d1390-a12b-11e2-8a...> 07/11/2013

☒ 04/04/2013 WIRE TYPE:WIRE OUT DATE:130404 TIME:1038   -5,000.00 243.62
ET TRN:2013040400147566 SERVICE...

Edit description


Type: Withdrawal
Description: WIRE TYPE:WIRE OUT DATE:130404 TIME:1038 ET
TRN:2013040400147566 SERVICE REF:004682 BNF:ALIAUNE
THIAM ID:1000136788766 BNF BK:SUNTRUST BANK
ATLANTA ID:061000104 PMT DET:97914790

Print transaction details

EXHIBIT I

No Service

12:38 PM

13% 

< Messages (2)

Tarek

Details

Text Message
Dec 24, 2012, 12:47 PM

Send me the quote to
abadawy78@hotmail.com

iMessage

PDF or doc?

PDF invoice and plz make sure that it
is signed

Ahmed Badawy

Houston, TX 77056

And the total for this invoice is \$33k
not \$30K??

The amount is 31200 plus the credit
card fees if that's a problem I can
change it to 30,000 and Hossam can
send me the other money later



Let us do that caz he told me only
30k

No problem

I will change it right away

No Service

12:38 PM

13%  Messages (2)

Tarek

Details

I will change it right away

Thanks I will respond in like 30 mins
with the approval Ana cc info

Ok great , invoice sent

Let me know when you have the
credit card info because I have to hit
the bank get the money from my
parents saving accounts before they
close Habibi

Dec 24, 2012, 2:26 PM



Platinum Card®

-72007

Pending Charges are purchases or pre-authorizations that haven't been added to your outstanding balance yet. For example, a hotel may pre-authorize an amount at check-in, and then submit the final charge a few days later at check-out. Only that final charge will increase what you owe or accrue interest.

View: All Cardmembers 

12 Pending Charges

\$30,560.93

Date

Amount

Description 

12/24/12

DIO BOSS VII

\$6.50

Pending Charges



Platinum Card®

-72007

Pending Charges are purchases or pre-authorizations that haven't been added to your outstanding balance yet. For example, a hotel may pre-authorize an amount at check-in, and then submit the final charge a few days later at check-out. Only that final charge will increase what you owe or accrue interest.

View: All Cardmembers

12 Pending Charges

\$30,560.93

De

Answer

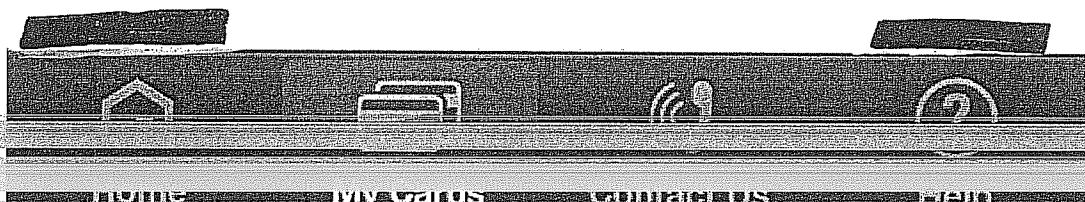
Description

12/24/12

LA SHISH KABOB



\$30,000.00

12/23/12



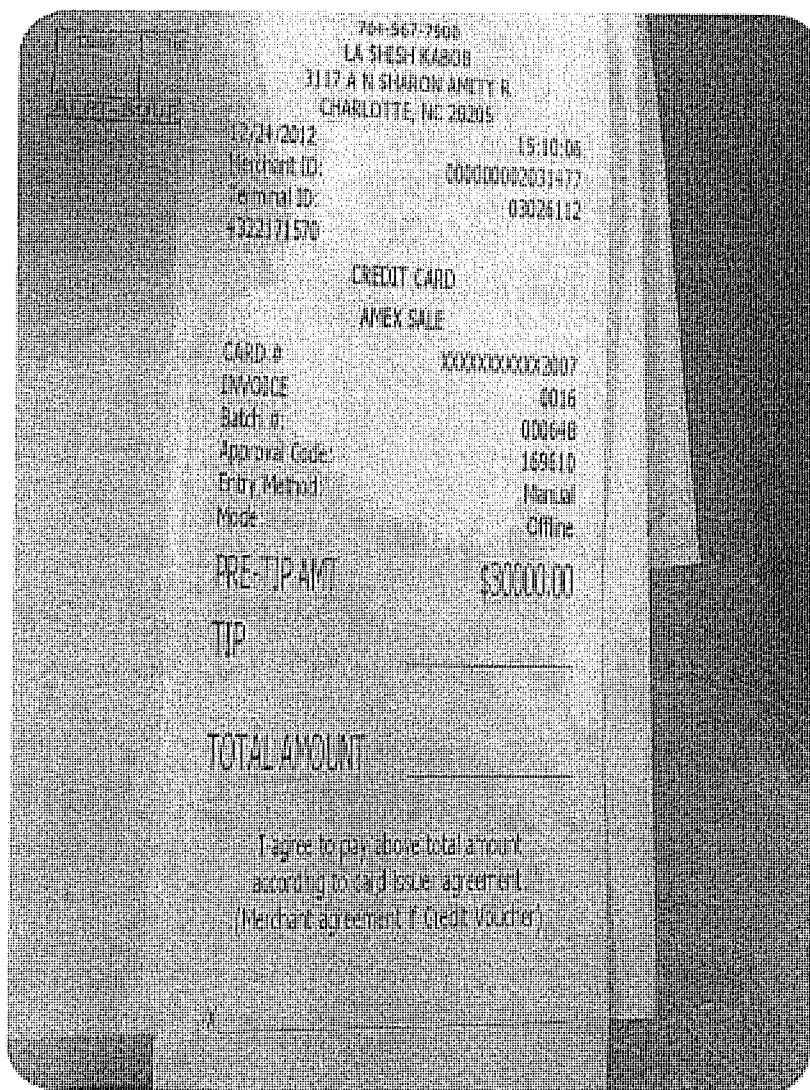
No Service

12:38 PM

13%  Messages (2)

Tarek

Details




Confirmation # 169610

Dec 26, 2012, 12:35 PM

Hello bro they don't wanna release
the money unless they talk to you to
see its not a fraud plz try to call them
because I paid Akon from my parents
life saving account and my dad is
worried I told him not to worry and

No Service

12:39 PM

13% 

< Messages (2)

Tarek

Details

Hello bro they don't wanna release the money unless they talk to you to see its not a fraud plz try to call them because I paid Akon from my parents life saving account and my dad is worried I told him not to worry and everything should be fine the girl name is Catherine and we told her what we agreed as on the invoice that's her. Number [REDACTED] plz try to help us out brother

I never got a call from them!!!
I will call this number right now

Thank you so much brother I really appreciate everything you are doing

Is she with Bank of America?


She is with a merchant fraud specialist

I think Bank of America work with first data

Left her a VM caz she was not picking up

No Service

12:39 PM

13% 

< Messages (2)

Tarek

Details

Ok bro thank you so much inshallah
she will call you back soon

Dec 26, 2012, 1:43 PM

Hey bro did she call you ?

She want you to send her invoice
that I sent you and email saying that
you approve this sale email

[REDACTED] fax: [REDACTED]
[REDACTED]

Bro can you sign the photo I sent you
for the receipt that I sent you and
they need a copy of your ID to be
faxed or emailed to

[REDACTED] fax: [REDACTED]
[REDACTED]

That's why I called her and she never
responded

How do u contact her?


She called me


And she says she tried to call you

It's a blocked #

No Service

12:39 PM

13% 

 Messages (2)

Tarek

Details

That's why I called her and she never responded

How do u contact her?

She called me

And she says she tried to call you

It's a blocked #

This is B.S.
She never did
And I didn't get any calls from a blocked number

Try to call her again bro sorry for all that I appreciate ur understanding

Will do right now


She just need you to sign the copy I sent you can you print the Jpeg and sign it

Then fax it or email it to her if you have a printer it won't take more than few minutes

I have it done now and I will fax it to you

No Service

12:39 PM

13% 

< Messages (2)

Tarek

Details

I don't have access to a printer since
I'm on the beach now
But I will head out in a min to get all
this taken care of

Thank you so much bro , what your
doing to tamer and Hossam is
massive

Dec 26, 2012, 3:43 PM

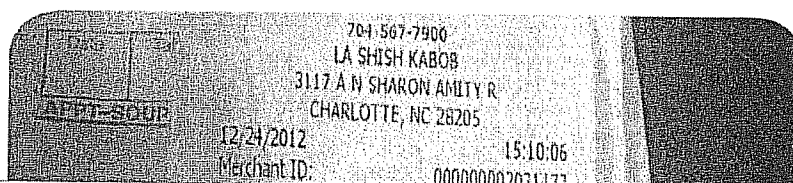
Hello my brother did all went good
inshallah ?

I copied u on my email
She still doesn't respond
Tell me what to do?

I don know she is responding is there
anyway to sign this and fax it to her
because just asked for


I did sign it

But she still doesn't pick up my calls
nor respond to my emails



No Service

12:39 PM

13% 

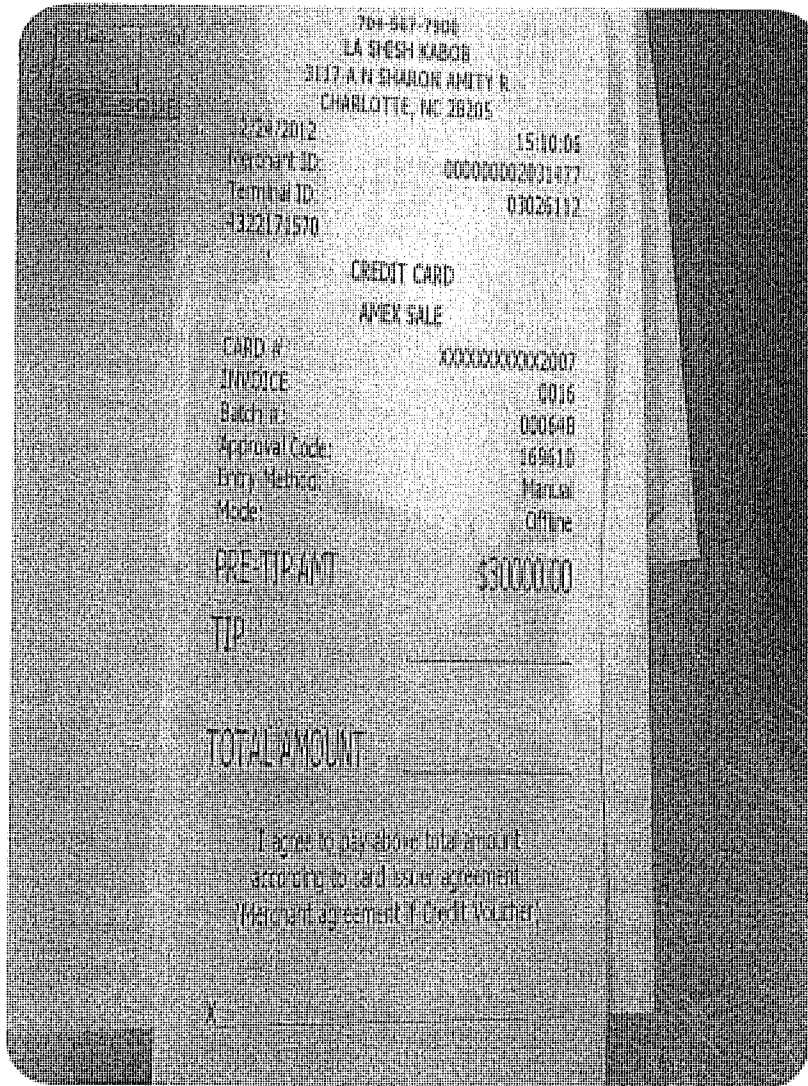
< Messages (2)

Tarek

Details

I did sign it

But she still doesn't pick up my calls
nor respond to my emails




Ok great did you fax it or email it to her

Email

No Service

12:40 PM

12% 

< Messages (2)

Tarek

Details

Email 

I didn't get the cc but I guess you
send it without any cc

Can u call her then conference me
since she is picking up

Sure

I CC'd u on toh@usa.com
The one that u sent me the invoice
from

She is not picking up

I got the emails without any
attachments

Q Search

AHMED BADAWEY

3:44 PM

La Shish Kabob Transaction of \$30K do...

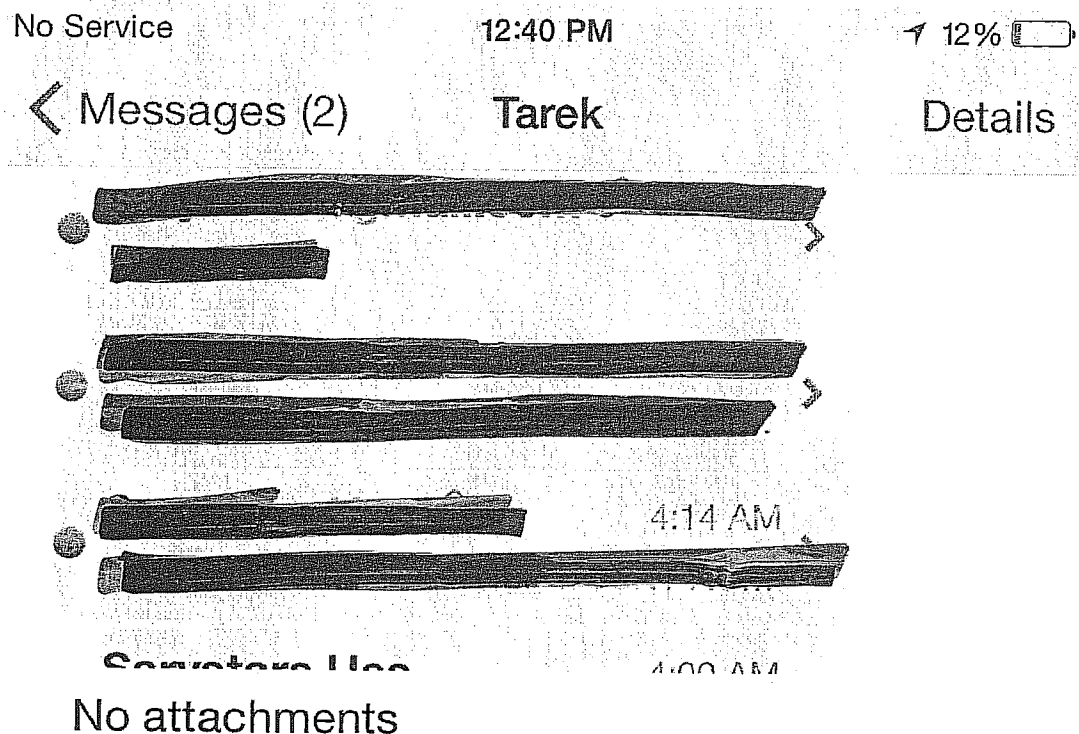
AHMED BADAWEY

3:30 PM

La Shish Kabob Transaction of \$30K do...

[REDACTED]

[REDACTED]



Just sent another one

Yes bro that's the invoice she needs
the receipt


What receipts mean the Cc receipt?
If so please PDF to my email and I
will do it right away
The picture that u send me yesterday
can't be signed
U can use an iPhone application
called genius scan to PDF me the
receipt

Ok I will do that shortly I sent you a
jpeg copy , ignore it

K

No Service

12:40 PM

12% 

< Messages (2)

Tarek

Details

Done

Just sent the signed receipt and CCd
u

Thank you bro

Dec 27, 2012, 1:03 PM

Hello Badawy I'm sorry I have a
serious flu my voice is gone , any
updates

Jan 3, 2013, 12:02 PM

Hello Tariq
Do u have few mins to talk about
Tamer's trip to America
Few logistics that I need to talk to u
about

Jan 3, 2013, 6:39 PM

Sure bro I just landed in clt airport
can we take in about one hour ?
Thank you

Jan 3, 2013, 11:47 PM

Habibi give me 2 minutes

EXHIBIT J

AHMED A BADAWY

Combined Statement
Page 2 of 6
Statement Period
01-23-13 through 02-19-13
B 13 E I E P I 13

H
8962

Deposit Accounts

Interest Checking

AHMED A BADAWY

Your Account at a Glance

Account Number	XXXX XXXX 8962	
Beginning Balance on 01-23-13	\$	
Deposits and Other Additions	+	Annual Percentage Yield Earned this Statement
Checks Posted	-	Period: 0.01%
ATM and Debit Card Subtractions	-	Interest Paid Year to Date:
Service Charges and Other Fees	-	
Other Subtractions	-	
Ending Balance on 02-19-13	\$	

Interest Checking Additions and Subtractions

Date Posted	Amount(\$)	Resulting Balances(\$)	Transactions
01-23			
01-23	10,000.00-	4,514.31	Online Banking transfer to Chk 4516 Conf# 0596243177;
01-24			
01-24	4,000.00-		GA Tlr cash withdrawal from Chk 8962 Banking Ctr Perimeter Financial Cent #0101049 GA Confirmation# 0505870150
01-28			
01-28			
01-29			
01-29			
02-01			
02-04			
02-04			
02-04			
02-05			
02-05			
02-07			
02-11			
02-11			

EXHIBIT K

[Print](#)

[Close](#)

Fwd: agreement

From: **Tamer** (tamerstudio@gmail.com)
Sent: Sat 2/23/13 9:55 PM
To: abadawy78@hotmail.com
1 attachment
Side Artist Agreement.docx (158.3 KB) ,

Sent from my iPhone

Begin forwarded message:

From: "Tarik Freitekh" <toh@usa.com>
Date: February 23, 2013 10:02:15 PM EST
To: Tamer <tamerstudio@gmail.com>
Subject: agreement

Side Artist Agreement

Agreement executed this 22nd day of February, 2013, by and between Akon Inc., f/s/o Aliaune Thiam p/k/a Akon ("Side Artist") representing himself and his artist Christopher Brown p/k/a Chris Brown c/o P.O.Box 191188 Atlanta, GA 31119, and Tamer Hosny Production professionally known as "Tamer" ("Artist") in connection with Artist's recording agreement with **Tamer Hosny Production**.

WHEREAS, Side Artist is to record and perform with Artist on a sound recording featuring the performances of Artist entitled (the "Master") for possible inclusion on Artist's forthcoming album (the "Album");

WHEREAS, Side Artist is subject to an exclusive recording artist agreement with Sony Music Entertainment ("Label"); Side Artist has consented to the Agreement made herein and will provide Artist with reasonable assistance to obtain the a side artist waiver from Label ("Label Waiver"), if required.

NOW, THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

1. (a) Side Artist shall perform, and provide first-class, non-exclusive services as a recording artist and musician for the purpose of recording the Master.
(b) All of Artist's rights under this Agreement, and all of Side Artist's obligations are subject to and conditioned upon Artist obtaining the Label Waiver, and all are subject to the terms of such waiver, provided Side Artist will not be adversely affected thereby.
2. (a) Side Artist hereby acknowledges and agrees that, subject to the terms of this Agreement, the Master including all performances contained thereon and all copyrights therein, shall be the sole property of Artist and its designees, for all purposes and uses under copyright and otherwise, throughout the universe and in perpetuity (except for the underlying musical composition). Side Artist's contribution to the Master (excluding Side Artist's contribution to the underlying musical composition, if any) shall be a work made for hire for Artist within the meaning of the U.S. Copyright Law and if for any reason such contribution is not deemed a work made for hire then the copyright in such contribution shall be deemed irrevocably assigned to Artist and its designees. To the extent permitted by law but subject to the terms hereof, Side Artist hereby waives all so-called "moral rights." All recordings made hereunder and all derivatives manufactured there from together with the performances embodied thereon shall be entirely and forever the property of Artist, free of any claims whatsoever by Side Artist or Label, or any person deriving any rights or interests from Side Artist or Label.
(b) The portions of the musical composition embodied on the Master which are written or are

SunTrust Bank Acct number: [REDACTED] 8766 ABA/Routing:
061000104 Swift code: SNTRUS3A

5. Artist hereby acknowledges and agrees that Side Artist is a "Featured Artist" pursuant to the Digital Performance Right in Sound Recording Act of 1995 (DARP) and the Digital Millennium Copyright Act of 1998 (DMCA) and entitled to a pro rata share of the so- called "Featured Artist" share of SoundExchange monies associated with the Master. Upon request, Artist will provide and deliver to Side Artist such additional documents attached hereto as Exhibit A, as necessary to evidence and effectuate Side Artist's rights hereunder.
6. Side Artist and Artist each warrant and represent that each party has the full right to enter into this agreement and each party represents that, as to each parties' contributions, no rights of third parties shall be infringed upon (including, without limitation, samples) and grant all of the rights set forth above to the other party as set forth herein. In the event of any third party claims against Side Artist, Label or Artist relating to breach of the foregoing warranties, the non- breaching party shall be fully indemnified by the breaching party (including reasonable outside attorneys fees) with respect to any third party claims resulting in final non-appealable, adverse judgments. Each party shall notify the other party of any such third party claims.
7. Side Artist and Label warrant and represent that the payments and consideration specified herein shall be comprehensive. Except as expressly provided herein to the contrary, Artist shall have no monetary or other obligation whatsoever to Side Artist, Label, or any other party, for or in connection with this agreement or services performed hereunder by Side Artist, or exercise of the rights granted hereunder.
8. Artist shall maintain books of account concerning the sale, distribution and exploitation of the Master and concerning publishing income earned or received hereunder. Artist shall render accountings to Side Artist within sixty (60) days after Artist receives the applicable statement and payment (or credit) from **Tamer Hosny Production** A Certified Public Accountant, chosen by Side Artist, may, at Side Artist's sole expense, examine and copy Artist's said books relating to the subject matter hereof, during normal business hours and upon reasonable written notice.
9. This agreement shall be governed by the laws of the State of Georgia . The parties agree that the exclusive jurisdiction and venue for any action relating to this Agreement shall be a federal or state court in Atlanta and the parties hereby consent to such jurisdiction and venue.
10. All notices to be given by either party hereunder shall be in writing and shall be delivered by hand or sent by certified mail, postage prepaid, return receipt requested, to the address of each party as first set forth above until notice of a new address shall be duly given in writing.
If the foregoing is consistent with your understanding the agreement between the parties, please so indicated by signing in the space indicated below.

ACCEPTED AND AGREED:

By: _____

Alliaune Thiam (Akon)

By: _____

Tamer Hosny

EXHIBIT A

SOUND EXCHANGE, INC. LETTER OF DIRECTION

Solely as a service and accommodation to those featured artists entitled to royalties under 17 U.S.C. § 114(g)(2)(D) who specifically authorize SoundExchange to collect and distribute royalties on their behalf, SoundExchange permits such featured artists to designate that a percentage of the royalties due them from SoundExchange relating to certain sound recordings be remitted to creative personnel credited or recognized publicly for the commercially released sound recording on which the featured artist performs or other usual and customary royalty participants in such sound recording.

To make such a designation, the featured artist submitting this Letter of Direction must submit to

SoundExchange a (1) Designation & Authorization for Featured Artist and (2) completed Internal Revenue Service ("IRS") Form W-9 Request for Taxpayer Identification Number and Certification. Please note that a featured artist need not execute this Letter of Direction in order to be paid statutory royalties by SoundExchange.

Name of Featured Recording Artist ("Artist"): Artist's SoundExchange ID Number (if known): Name of Payee ("Payee"): Aliaune Thiam p/k/a Akon

Payee Address: Payee Telephone Number: Payee Fax Number: Payee E-Mail: Payment Percentage ("Percentage"): %

X New Letter of Direction ☐ Amendment Revoking ☐ Previous Letters of Direction

By signing this Letter of Direction and submitting it to SoundExchange, Artist agrees as follows:

1. Artist represents and warrants that Artist is the featured recording artist who performed on the sound recording(s) identified on the "Repertoire Chart" attached hereto as Schedule 1 (the "Recordings").
2. Artist represents and warrants that Payee is an individual credited or recognized publicly for the commercially released sound recording identified on the Repertoire Chart or is an other usual and customary royalty participant in such sound recording.
3. Artist requests and authorizes SoundExchange to pay to and in the name of Payee an amount equal to Percentage of the royalties otherwise payable by SoundExchange to Artist in respect of the Recordings, thereby reducing the payments from SoundExchange to Artist. If the box above labeled "Amendment Revoking Previous Letters of Direction" has been checked or if a previous "Royalty Distribution Information for Featured Artist" or other letter of direction has been provided to SoundExchange that conflicts with this Letter of Direction, then any and all previous letters of direction or similar documents conflicting herewith are hereby revoked.
4. All monies becoming payable under this Letter of Direction shall be remitted to Payee at the address identified above or as Payee otherwise directs SoundExchange in writing. If SoundExchange requires additional information (e.g., Payee tax information) to remit payments under this Letter of Direction, then Artist and Payee shall be responsible for providing SoundExchange with such information promptly. To the extent SoundExchange is not provided with sufficient or correct information to remit payment to Payee, or checks mailed to Payee's last known address are returned, SoundExchange may hold the monies pending receipt of such information or pay the royalties to Artist.
5. SoundExchange will honor a written revocation by Artist of the designation made by this Letter of Direction. In the event of such a revocation, SoundExchange may, but need not, mail notice of the revocation to the last known address of Payee. The foregoing is without prejudice to any other contractual arrangements between Artist and Payee requiring payment of the Percentage by Artist. SoundExchange has no responsibility for Artist's performance or nonperformance of any such obligation.
6. SoundExchange may discontinue making payments under this Letter of Direction at any time, including if checks mailed to Payee's last known address are returned, Artist ceases to be a member of SoundExchange, or SoundExchange modifies its policies concerning letters of direction. If it does so, then SoundExchange may, but need not, mail notice thereof to the last known address of Artist and Payee, and monies that otherwise would have been payable under this Letter of Direction will be paid to Artist.
7. Artist acknowledges that SoundExchange is providing payments to Payee solely as an accommodation to Artist but that all royalties distributed by SoundExchange to Payee are taxable to Artist. Artist shall be solely responsible for providing Payee with tax paperwork required by any governmental agency, including the Internal Revenue Service, and SoundExchange shall have no obligation to provide such information to Payee.
8. SoundExchange may rely conclusively, and shall have no liability when acting, upon any written notice, instruction, other document or signature that is reasonably believed by SoundExchange to be genuine and to be authorized by Artist. SoundExchange shall not be responsible for failure to act as a result of causes beyond the reasonable control of SoundExchange. SoundExchange shall not be liable to Artist, Payee or to any third party for, and Artist agrees to defend (with counsel satisfactory

to SoundExchange), indemnify and hold harmless SoundExchange from, any damages or loss (including reasonable attorney's fees) in any way related to this Letter of Direction, unless such loss is caused by

SoundExchange's gross negligence or willful misconduct. The provisions of this Paragraph 8 shall survive the revocation or other termination of this Letter of Direction.

9. This Letter of Direction shall be governed by and construed in accordance with the substantive laws of the District of Columbia. Any dispute relating to or arising from this Letter of Direction shall be subject to the exclusive jurisdiction of courts sitting in the District of Columbia.

ACKNOWLEDGED AND ACCEPTED BY:

Artist: Signature: _____

Printed Name:

Address:

Date ___, 2013

Return the original of this form to: SoundExchange, Inc. 1121 Fourteenth Street NW, Suite 700
Washington, DC 20005

Or fax to: 202.640.5859

If you have questions, please call 202.640.5858 or E-mail info@soundexchange.com.

Album Title
Record Label
Catalog Number
Release Date

